

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 21, 2005

Division: Engineering

Bulk Item: Yes X No

Department: Engineering

Staff Contact Person: David S. Koppel, PE
County Engineer

AGENDA ITEM WORDING: Approval of a Consent to Assignment and Amendment of Non-Exclusive Agreement between Monroe County and Clear Channel Outdoor, formerly known as Eller Media Company for selling and placing advertising at bus shelters/benches located in State right-of-way.

ITEM BACKGROUND: Monroe County has had an agreement with Eller Media, now Clear Channel Outdoor, and/or its predecessor for fifteen years. Under this amended agreement Clear Channel Outdoor shall pay in advance on a monthly basis \$790 for the first year, per shelter with advertising on both panels; for the second year the Company shall pay in advance on a monthly basis to the County the sum of \$810; for the third year the Company shall pay in advance on a monthly basis to the County \$830; for the fourth year the Company shall pay in advance on a monthly basis to the County \$850; and for the fifth year the Company shall pay in advance on a monthly basis to the County \$870. For any additional shelters installed in excess of the 19 currently installed, the payment to the County will be prorated. The term of this amended agreement is for 5 years.

PREVIOUS RELEVANT BOCC ACTION: On January 24, 1990, the BOCC approved the Non-Exclusive Agreement with Flutie Enterprises of the Florida Keys, Inc. to install and maintain bus shelters and benches. On April 24, 1994, the BOCC approved an Addendum to the Non-Exclusive Agreement to extend the agreement for an additional five years. On June 30, 1994 the BOCC approved Patrick Media Group assuming the agreement with the County. On June 9, 1999 the BOCC approved the extension of the agreement on a month-to-month basis and asked that a revenue analysis be provided to eliminate advertising on the outside of the shelters. On May 17, 2000 the Board approved a Consent to Assignment and Second Amendment of Non-Exclusive Agreement.

CONTRACT/AGREEMENT CHANGES: The County will be receiving an increase of \$20 a month per shelter per year as stated above.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$ -0-

BUDGETED: Yes No

COST TO COUNTY: \$ -0-

SOURCE OF FUNDS: n/a

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** \$790.00 **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


David S. Koppel, P.E., County Engineer

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT MODIFICATION SUMMARY

Contract with: Clear Channel Outdoor, Contract No. _____
f/n/a Eller Media Company
 Effective Date: _____
 Expiration Date: 5 years

Contract Purpose/Description: Consent to Assignment and Third Amendment of Non-Exclusive Agreement to allow Clear Channel Outdoor to advertise on bus shelters for an additional five year period at a pre-negotiated price per shelter, per year.

Contract Manager: David S. Koppel, PE 4426 Engineering / #1
 (Name) (Ext.) (Department/Stop #)

For BOCC meeting on 09/21/2005 Agenda Deadline: 09/06/2005

CONTRACT COSTS/REVENUE

Total Dollar Value of Contract: \$78,850.00 Revenue Current Year Portion: \$15,010 Revenue
 Budgeted? Yes No X Account Codes: _____
 Grant: \$ -0- _____
 County Match: \$ -0- _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>8/25/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8-25-05</u>
Risk Management	<u>8-25-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Schaub</u>	<u>8-25-05</u>
^{EC} O.M.B./Purchasing	<u>8-29-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/29/05</u>
County Attorney	<u>8/25/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/25/05</u>

Comments: Should consider bidding this out RC
Needs copy of original agreement attached OK 8/29/05
attached

**CONSENT TO ASSIGNMENT AND AMENDMENT
OF NON-EXCLUSIVE AGREEMENT**

THIS CONSENT TO ASSIGNMENT AND AMENDMENT OF NON-EXCLUSIVE AGREEMENT (the "Amended Agreement"), is made and entered into this _____ day of _____, 2005, between Monroe County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Clear Channel Outdoor, Inc., formerly known as Eller Media Company, a Delaware corporation, registered in Florida as CC Outdoor, Inc., and doing business in Florida as Clear Channel Outdoor, a Florida corporation, hereinafter referred to as "Clear Channel Outdoor".

WITNESSETH:

WHEREAS, on January 24, 1990, County entered an Agreement with Flutie Enterprises; and

WHEREAS, on April 21, 1994, the parties amended said Agreement; and

WHEREAS, on May 17, 2000, said Agreement was amended and assigned to Eller Media Company; and

WHEREAS, Monroe County desires to consent to the assignment of the May 17, 2000 Agreement to Clear Channel Outdoor formerly known as Eller Media Company;

WHEREAS, the May 17, 2000 Agreement has an option to extend the contract for additional five (5) year terms if agreed to by both parties; and

WHEREAS, both parties have renegotiated the fee amount as reflected in of this Amended Agreement,

NOW THEREFORE, in consideration of the foregoing it is stipulated and agreed as follows:

1. Monroe County hereby consents to the assignment of the May 17, 2000 Agreement to Clear Channel Outdoor formerly known as Eller Media Company. The revised terms of the assigned agreement follow.

2. Clear Channel Outdoor shall pay in advance on a monthly basis to the County the sum of Seven Hundred-Ninety Dollars (\$790.00) for the first year per shelter, with advertising on both panels, for the second year Clear Channel Outdoor shall pay in advance on a monthly basis to the County the sum of Eight Hundred-Ten Dollars (\$810.00) per shelter, for the third year Clear Channel Outdoor shall pay in advance on a monthly basis to the County the sum of Eight Hundred-Thirty Dollars (\$830.00) per shelter, for the fourth year Clear Channel Outdoor shall pay in advance on a monthly basis to the County the sum of Eight Hundred-Fifty Dollars (\$850.00) per shelter, for the fifth year Clear Channel Outdoor shall pay in advance on a monthly basis to the County the sum of Eight Hundred-Seventy Dollars (\$870.00) per shelter under this Amended Agreement. For any additional shelters installed in excess of the 19 currently installed as depicted and described in Exhibit A, the payment to the County will be prorated.

3. The term of this Amended Agreement shall commence May 17, 2005 and extend for five (5) years.
4. If the Amended Agreement is further extended, then the fee for each bus shelter and bus bench shall be renegotiated.
5. Clear Channel Outdoor shall own and erect bus shelters, substantially as described and depicted on attached on attached Exhibit A, sites located on the public right-of-way within the County. Said sites shall be selected by both parties, and shall be located only at official bus stops. At all times during the term of this Agreement, the bus shelter/bench structures shall remain the property of Clear Channel Outdoor and the land upon which the bus shelters/benches are erected, shall remain as a public right-of-way. This Agreement shall not be construed to impose any obligation on Clear Channel Outdoor to maintain such land other than as necessary in erecting and maintaining the bus shelters.
6. Clear Channel Outdoor may sell and place advertising in the bus stop shelters. All advertising revenues shall be payable solely to Clear Channel Outdoor. If the County reasonably objects to any advertisement, such advertisement shall be removed on written request by the County.
7. Clear Channel Outdoor shall erect, install, light, clean, maintain, repair or replace in compliance with all applicable codes, these shelters/benches at no cost to the County. General maintenance shall be performed bi-weekly and damage to the shelter shall be repaired within forty-eight (48) hours of the time said damage is reported to Clear Channel Outdoor.
8. During the term hereof, Clear Channel Outdoor agrees to indemnify and hold harmless Monroe County, its officers, agents, employees, against any and all claims, losses, liabilities or expenditures of any kind, including, but not limited to, court costs, expenses, attorney's fees and sales tax, if any, accruing or resulting from any and all suits, claims, demands, or damages of any character or persons, or corporations, or property, by virtue of the design, construction, maintenance, of the bus stop shelters/benches.
9. Clear Channel Outdoor shall provide, at its cost, a One Million Dollar (\$1,000,000.00) liability policy of insurance wherein the County is named as co-insured with licensed carriers acceptable to the County. Said policy shall state that it is not cancelable by the insurer or Clear Channel Outdoor without written notice to the County thirty (30) days prior to the effective date of said cancellation. Said insurance is a condition precedent to the erection or placement of any bus stop shelters/benches. If the insurance protection mentioned herein lapses, this agreement shall immediately be void and have no further force and effect except for the continuing duty of Clear Channel Outdoor to comply with the provisions of paragraph 7 regarding indemnification. Clear Channel Outdoor shall also, in the event the insurance protection lapses, immediately remove all shelters/benches from the public right-of-way without notice from the County or at any cost to the County.
10. Clear Channel Outdoor shall coordinate and integrate the bus stop shelters with the School Board, County and Florida Department of Transportation.
11. Upon a space available basis, the County shall allow County-approved public service announcements to be advertised within the shelters. Any such public service announcements shall be removed by Clear Channel Outdoor, in the event Clear Channel Outdoor rents such advertising space, upon five (5) days notice by Clear Channel Outdoor to the County. The cost of preparation and installation of such public service announcements shall be paid by the County.

12. All notices and other communications under this Agreement shall be in writing and shall be delivered either personally, by telecopier or by certified mail, return receipt requested, postage prepaid, to the parties at the following address:

To the County: County Attorney
Post Office Box 1066
Key West, Florida 33041

To Clear Channel Outdoor: Jasper Johnson, President/GM
5800 NW 77 Court
Miami, FL 33166

All notices shall be deemed delivered at the time of hand delivery in the event of personal delivery, upon receipt of telecopier copy, or upon receipt or rejection of certified mail, in the event delivery is made by certified mail. Either party may change its address for the purposes of receiving notices pursuant to this paragraph, providing such change is in writing, which shall not be effective until actually received by the recipient party.

13. In the event either party shall fail to perform any of its obligations under this Agreement, the performing party shall give notice pursuant to paragraph twelve (12) to the non-performing party, which notice shall state the nature of the violation. The non-performing party shall have thirty (30) days from the receipt of notice to cure such violation. In the event the non-performing party shall fail to cure its violation of this Agreement within the thirty (30) day period, the performing party shall have the option of terminating this Agreement by giving notice of termination to the non-performing party effective upon delivery of the notice. In the event the County shall terminate this Agreement pursuant to this paragraph, the County may order Clear Channel Outdoor to remove its shelters/benches within thirty (30) days of termination at no cost to the County. In the event Clear Channel Outdoor shall terminate this Agreement, Clear Channel Outdoor may remove its shelters/benches within sixty (60) days of termination, and the cost of maintaining or removing any shelters/benches remaining subsequent to the sixty (60) day period shall be the sole responsibility of the County.

14. This Agreement in no way is to be interpreted to mean that Clear Channel Outdoor has an exclusive agreement with the County to provide bus stop shelters/benches.

15. The bus stop shelters/benches will be located only in Florida Department of Transportation rights-of-way within unincorporated Monroe County, Florida. In addition, the Monroe County Department Public Works will coordinate each site and sign each permit to be filed with the Florida Department of Transportation for the individual sites.

16. Miscellaneous:

a) Clear Channel Outdoor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four (4) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Clear Channel Outdoor pursuant to this Agreement were spent for purposes not authorized by this Agreement, Clear Channel Outdoor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Clear Channel Outdoor.

b) Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Clear Channel Outdoor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Clear Channel Outdoor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

c) Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Clear Channel Outdoor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) Attorney's Fees and Costs. The County and Clear Channel Outdoor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

e) Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Clear Channel Outdoor and their respective legal representatives, successors, and assigns.

f) Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

g) Claims for Federal or State Aid. Clear Channel Outdoor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) Adjudication of Disputes or Disagreements. County and Clear Channel Outdoor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are

still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

i) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Clear Channel Outdoor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Clear Channel Outdoor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) Nondiscrimination. County and Clear Channel Outdoor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Clear Channel Outdoor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) Covenant of No Interest. County and Clear Channel Outdoor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) No Solicitation/Payment. The County and Clear Channel Outdoor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, Clear Channel Outdoor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) Public Access. The County and Clear Channel Outdoor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Clear Channel Outdoor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Clear Channel Outdoor.

o) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and Clear Channel Outdoor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

p) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

q) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and Clear Channel Outdoor agree that neither the County nor Clear Channel Outdoor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

r) Attestations. Clear Channel Outdoor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

s) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

t) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

u) Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

CLEAR CHANNEL OUTDOOR

By: _____
Jasper Johnson, President
South Florida Division

Witness

COUNTY ATTORNEY
APPROVED AS TO FORM:

COUNTY ATTORNEY
Date: 8/25/05

EXHIBIT "A"

Plant Inventory with DEC

Print Date - Time Aug 8 2005 - 10:44 AM

Report # 0043A

Report As Of Aug 8 2005

Panel	Location	Type	III. Route	User	Circ.	City
Market 300	Miami, Florida					
21000 \ A01685 \ 901135	Mm 105.8 - Sexton Co WS 600ft E/O Bayside F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01685 \ 901136	Mm 105.8 - Sexton Co WS 600ft E/O Bayside F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01683 \ 901137	Mm 105.3 - North Bla WS 500ft E/O Bayside F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01683 \ 901138	Mm 105.3 - North Bla WS 500ft E/O Bayside F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01681 \ 901139	Mm 104.0 - In Front WS 500ft E/O Italian Fisherman F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01681 \ 901140	Mm 104.0 - In Front WS 500ft E/O Italian Fisherman F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01679 \ 901141	Mm 103.2 - In Front WS 275ft E/O Bayside F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01679 \ 901142	Mm 103.2 - In Front WS 275ft E/O Bayside F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01677 \ 901143	Mm 102.6 - In Front ES 300ft W/O Oceanside F/S - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01677 \ 901144	Mm 102.6 - In Front ES 300ft W/O Oceanside F/N - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01675 \ 901145	Mm 101.4 WS 100ft N/O Tarpon Basin Dr F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01675 \ 901146	Mm 101.4 WS 100ft N/O Tarpon Basin Dr F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01729 \ 901149	Mm 99.95 ES 100ft N/O Ocean Dr F/S - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01729 \ 901150	Mm 99.95 ES 100ft N/O Ocean Dr F/N - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01727 \ 901151	Mm 95.2 WS 150ft S/O Bay Harbor Dr F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys

Plant Inventory with DEC

Print Date - Time Aug 8 2005 - 10:44 AM

Report As Of Aug 8 2005

Report # 0043A

Panel	Location	Type	Ill. Route	User	Circ.	City
Market 300 21000 \ A01727 \ 901152	Miami, Florida Mm 95.2 WS 150ft S/O Bay Harbor Dr F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01725 \ 901153	Mm 93.2 WS 100ft N/O Ent To Hammer Point F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01725 \ 901154	Mm 93.2 WS 100ft N/O Ent To Hammer Point F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01701 \ 901175	Mm 52.3 ES 150ft N/O 105 St F/S - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01701 \ 901176	Mm 52.3 ES 150ft N/O 105 St F/N - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01699 \ 901177	Mm 50.5 WS 100ft S/O Reef Club F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01699 \ 901178	Mm 50.5 WS 100ft S/O Reef Club F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01697 \ 901179	Mm 50.2 WS 100ft S/O 61 St F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01697 \ 901180	Mm 50.2 WS 100ft S/O 61 St F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01695 \ 901181	Mm 48 WS 100ft S/O Coast Guard Station F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01695 \ 901182	Mm 48 WS 100ft S/O Coast Guard Station F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01693 \ 901183	Mm 47.4 ES 80ft N/O 11 St F/S - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01693 \ 901184	Mm 47.4 ES 80ft N/O 11 St F/N - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01691 \ 901185	Mm 29.7 WS 50ft S/O Laundrymat F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01691 \ 901186	Mm 29.7 WS 50ft S/O Laundrymat F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys

Plant Inventory with DEC

Print Date - Time Aug 8 2005 - 10:44 AM

Report As Of Aug 8 2005

Report # 0043A

Panel	Market	300	Miami, Florida	Location	Type	III. Route	User	Circ.	City
21000 \ A01689 \ 901187	21000 \ A01689 \ 901187	300	Miami, Florida	Mm 28.5 ES 65ft N/O Pirates Rd F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01689 \ 901188	21000 \ A01689 \ 901188	300	Miami, Florida	Mm 28.5 ES 65ft N/O Pirates Rd F/N - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01687 \ 901189	21000 \ A01687 \ 901189	300	Miami, Florida	Mm 14.3 ES 100ft N/O Bluewater Dr F/S - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01687 \ 901190	21000 \ A01687 \ 901190	300	Miami, Florida	Mm 14.3 ES 100ft N/O Bluewater Dr F/N - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01671 \ 901191	21000 \ A01671 \ 901191	300	Miami, Florida	Mm 10.4 WS 100ft S/O Palmetto Dr F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01671 \ 901192	21000 \ A01671 \ 901192	300	Miami, Florida	Mm 10.4 WS 100ft S/O Palmetto Dr F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01723 \ 901193	21000 \ A01723 \ 901193	300	Miami, Florida	Mm 9.4 WS 65ft S/O Calle Uno Dr F/N - I CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys
21000 \ A01723 \ 901194	21000 \ A01723 \ 901194	300	Miami, Florida	Mm 9.4 WS 65ft S/O Calle Uno Dr F/S - O CS2: AUT1 25.5938	Transit Shelter	6		25.5938	Keys

Total Panels for Market: 38

(Alternate Panels: 0)

Total Number of Panels: 38

(Alternate Panels: 0)

NON-EXCLUSIVE AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of January, 1990, by and between Monroe County, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the "County" and Flutie Enterprises of the Florida Keys, Inc., a Florida corporation, hereinafter referred to as the "Company".

WITNESSETH:

WHEREAS, the Company, is a corporation organized under the laws of the State of Florida and licensed to do business in the State of Florida; and

WHEREAS, the Company is in the business of erecting and maintaining bus stop shelters/benches for use by the general public for the purpose of selling and placing advertising within certain of said bus stop shelters/benches; and

WHEREAS, Monroe County desires to supply residents with shelter from inclement weather at bus stops and proposes to supply said need at no cost to the County.

NOW THEREFORE, in consideration of the foregoing it is stipulated and agreed as follows:

1. The Company shall own and erect bus shelters/benches, substantially as described and depicted on attached Exhibit "A", sites located on the public right-of-way within the County. Said sites shall be selected by both parties, and shall be located only at official Bus stops. At all times during the term of this Agreement, the bus shelter/bench structures shall remain the property of the Company and the land upon which the bus shelters/benches are erected, shall remain as a public right of way. This Agreement shall not be construed to impose any obligation on the Company to maintain such land other than as necessary in erecting and maintaining the bus shelters/benches.

2. The Company may sell and place advertising in the bus stop shelters/benches. All advertising revenues shall be payable solely to the Company. If the County reasonably objects to any advertisement, such advertisement shall be removed on written request of the County.

3. The Company shall erect, install, light, clean, maintain, repair or replace in compliance with all applicable codes, these shelters/benches at no cost to the County. General maintenance shall be performed bi-weekly and damage to the shelter/bench shall be repaired within forty-eight (48) hours of the time said damage is reported to the Company.

4. During the term hereof, the Company agrees to indemnify and hold harmless Monroe County, its officers, agents, employees, against any and all claims, losses, liabilities or expenditures of any kind, including but not limited to court costs, expenses, attorney's fees and sales tax, if any, accruing or resulting from any and all suits, claims, demands, or damages of any character or persons, or corporations, or property, by virtue of the design, construction, maintenance, of the bus stop shelters/benches.

5. The Company shall provide, at its cost, a One Million (\$1,000,000.00) Dollar liability policy of insurance wherein the County is named as co-insured with licensed carriers acceptable to the County. Said policy shall state that it is not cancelable by the insurer or the Company without written notice to the County thirty (30) days prior to the effective date of said cancellation. Said insurance is a condition precedent to the erection or placement of any bus stop shelters/benches. If the insurance protection mentioned herein lapses, this agreement shall immediately be void and have no further force and effect except for the continuing duty of the Company to comply with the provisions of paragraph 3 regarding indemnification. Company shall also, in the event the insurance protection lapses, immediately remove all shelters/benches from the public right of way without notice from the County or at any cost to the County.

6. The Company shall coordinate and integrate the bus stop shelters/benches with the School Board, County and Florida Department of Transportation.

7. The Company shall pay to the County the sum of Three Hundred Dollars (\$300.00) per year, per shelter and Thirty Dollars (\$30.00) per year, per bench for every complete year and prorated for partial years. Should this agreement be extended as provided in paragraph 9 herein, the Company shall pay to the County the sum of Five Hundred Dollars (\$500.00) per shelter and Fifty Dollars (\$50.00) per bench during the extended term.

8. The number of shelters/benches may be increased by written agreement of the parties hereto.

9. The term of this contract shall be for five (5) years from the date the County signs the contract. The contract may be extended for an additional five (5) years if agreed to by both parties herein.

10. Upon a space available basis, the County shall allow County-approved public service announcements to be advertised within the shelters. Any such public service announcements shall be removed by the Company, in the event the Company rents such advertising space, upon five (5) days notice by the Company to the County. The cost of preparation and installation of such public service announcements shall be paid by the County.

11. All notices and other communications under this Agreement shall be in writing and shall be delivered either personally, by telecopier or by certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

To the County: County Attorney's Office
310 Fleming Street
Key West, Florida 33040

To the Company: Flutie Enterprises
300 S. Pine Island Rd., Suite 105
Plantation, Florida 33324

All notices shall be deemed delivered at the time of hand delivery in the event of personal delivery, upon receipt of telecopier copy, or upon receipt or rejection of certified mail, in the event delivery is made by certified mail. Either party may change its address for the purposes of receiving notices pursuant to this paragraph, providing such change is in writing, which shall not be effective until actually received by the recipient party.

12. In the event that either party has recourse to court action in order to enforce this Agreement, the prevailing party shall recover court costs, including attorney's fees on the trial or appellate level, from the non-prevailing party.

13. In the event either party shall fail to perform any of its obligations under this Agreement, the performing party shall give notice pursuant to paragraph eleven (11) to the non-performing party, which notice shall state the nature of the violation. The non-performing party shall have thirty (30) days from the receipt of notice to cure such violation. In the event the non-performing party shall fail to cure its violation of this Agreement within the thirty (30) day period, the performing party shall have the option of terminating this Agreement by giving notice of termination to the non-performing party effective upon delivery of the notice. In the event the County shall terminate this Agreement pursuant to this paragraph, the County may order

the Company to remove its shelters/benches within thirty (30) days of termination at no cost to the County. In the event the Company shall terminate this Agreement, the Company may remove its shelters/benches within sixty (60) days of termination, and the cost of maintaining or removing any shelters/benches remaining subsequent to the sixty (60) day period shall be the sole responsibility of the County.

14. Flutie Enterprises hereby acknowledges and agrees that this Agreement in no way is to be interpreted to mean that Flutie Enterprises has an exclusive agreement with the County to provide bus stop shelters/benches.

15. The bus stop shelters/benches will be located only in Florida Department of Transportation rights of way within Monroe County, Florida. In addition, the Monroe County Department of Public Works will coordinate each site and sign each permit to be filed with the Florida Department of Transportation for the individual sites.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year indicated below each of its names.

Signed, Sealed and Delivered
in the Presence of:

MONROE COUNTY

John C. Stewart

By:

Mayor

DANNY L. KOLHAGE, Clerk

Lonnie L. Connolly, D. C.

ATTEST: Clerk of Council

Date: 1-24-90

FLUTIE ENTERPRISES

Steven E. Flutie
By: Steven E. Flutie, Sr.
President

Alan C. Gusch

Lin Mj Flutie

Date: 3-7-90

APPROVED AS-TO FORM
AND LEGAL SUFFICIENCY.

BY *Mary Greenwood*
Attorney's Office

ADDENDUM TO NON-EXCLUSIVE AGREEMENT

THIS ADDENDUM TO AGREEMENT is made and entered into this 21st day of April, 1994, between Monroe County, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the "County" and Flutie Enterprises of the Florida Keys, Inc., a Florida corporation, hereinafter referred to as "Company", in order to amend that certain agreement between the parties dated January 24, 1990, as follows:

WITNESSETH:

WHEREAS, the aforementioned agreement has an option to extend the contract for an additional five (5) years if agreed to by both parties; and

WHEREAS, the aforementioned agreement increases the shelter fee amount to Five Hundred Dollars (\$500.00) per shelter and Fifty Dollars (\$50.00) per bench during the extended term; and

WHEREAS, both parties have agreed to renegotiate the fee amount during the extended term.

NOW THEREFORE, in consideration of the foregoing it is stipulated and agreed as follows:

1. The Company shall pay to the County the sum of Six Hundred-Fifty Dollars (\$650.00) per year, per shelter and One Hundred Dollars (\$100.00) per year, per bench for the first three years of the Extended Agreement. On the fourth and fifth years of the Agreement the contract amount shall be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for Wage Earners and Clerical Workers in the Miami, Florida area index, and shall be based upon the annual average CPI computation from January 1 through December 31 of the previous year.
2. The term of this extended contract agreement shall be for five (5) years from the date the County signs the contract.
3. The contract may be further extended for an additional five (5) years if agreed to by both parties herein.
4. If the contract is further extended then the fee for each bus shelter and bus bench shall be renegotiated.

Page Two
Addendum to Non-Exclusive Agreement
Flutie Enterprises of the Florida Keys, Inc.

5. In all other respects, the agreement between the parties dated January 24, 1990, remains in full force and effect.

IN WITNESS THEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: *Jack London*

Attest: DANNY L. KOLHAGE, CLERK

BY: *Isabel C. De Santis*
Deputy Clerk

FLUTIE ENTERPRISES OF THE
FLORIDA KEYS, INC.

Florence Carmichael
Witness FLORENCE CARMICHAEL

BY: *James G. Kane*

JAMES G. KANE,
PRESIDENT

Glenn A. Flutie
Witness GLENN A. FLUTIE

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

[Signature]
Attorney's Office

**CONSENT TO ASSIGNMENT AND SECOND AMENDMENT
OF NON-EXCLUSIVE AGREEMENT**

THIS CONSENT TO ASSIGNMENT AND AMENDMENT OF NON-EXCLUSIVE AGREEMENT (the "Amended Agreement"), is made and entered into this 17th day of MAY, 2000, between Monroe County, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the "County", and Eller Media Company, a Florida corporation, in order to amend that Non-Exclusive Agreement between the parties dated January 24, 1990, as modified in the Addendum to Non-Exclusive Agreement dated April 21, 1994, hereafter collectively referred to as "Original Agreement".

WITNESSETH:

WHEREAS, Monroe County desires to consent to the assignment of the Original Agreement to Eller Media Company;

WHEREAS, the Original Agreement has an option to extend the contract for additional five (5) year terms if agreed to by both parties;

WHEREAS, the Original Agreement as modified in the Addendum, increased the shelter fee amount to Five Hundred Dollars (\$500.00) per shelter; and

WHEREAS, both parties have renegotiated the fee amount as reflected in of this Amended Agreement,

NOW THEREFORE, in consideration of the foregoing it is stipulated and agreed as follows:

1. Monroe County hereby consents to the assignment of the Original Agreement to Eller Media Company. Except as modified in Paragraphs 2-6 of this Amended Agreement, Eller Media Company agrees to be bound by all the terms and conditions in the Original Agreement.
2. Eller Media Company shall pay in advance to the County the sum of Six Hundred-Ninety Dollars (\$690.00) for the first year, per shelter with advertising on both panels, for the second year the company shall pay in advance to the County the sum of Seven Hundred-Ten Dollars (\$710.00) , for the third year the Company shall pay in advance to the County the sum of Seven Hundred-thirty Dollars (\$730.00) , for the fourth year the Company shall pay in advance to the County the sum of Seven Hundred-Fifty Dollars

FILED FOR RECORD

08 MAY 26 AM 10:31

DANNY L. KOLHAGE
CLK. CIR. C.

MONROE COUNTY, FLA.

(\$750.00) , for the fifth year the Company shall pay in advance to the County the sum of Seven Hundred-Seventy Dollars (\$770.00) under this Amended Agreement. For any additional shelters installed in excess of those currently installed, the payment to the County will be prorated.

3. The term of this Amended Agreement shall be for five (5) years from the date the County signs this Amended Agreement.
4. The Amended Agreement may be further extended for additional five (5) year terms if agreed to by both parties herein.
5. If the Amended Agreement is further extended, then the fee for each bus shelter and bus bench shall be renegotiated.
6. This Amended Agreement shall not apply to any shelter located within a municipality. Upon, and pursuant to the written request of the District School Board of Monroe County, the Company shall promptly relocate any designated structure to another designated location or remove it.
7. In all other aspects, the Original Agreement remains in full force and effect.

IN WITNESS THEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



Attest: DANNY L. KOLHAGE, CLERK

By: *Jamela Hancock*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Shirley Freeman*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY: *James T. Hendrick*
JAMES T. HENDRICK

DATE 5-25-00

ELLER MEDIA COMPANY

By: *John Jacobs*
John Jacobs, President
South Florida Division

Witness

Page 2 of 2



SOUTH FLORIDA DIVISION
5800 N.W. 77th Court
Miami, Florida 33166
Telephone 305/592-6250
Broward Tel 954/527-5777
Fax 305/477-0743
www.ellermedia.com

May 18, 2000

VIA FEDERAL EXPRESS

Mr. Jim Hendrick
County Attorney
Monroe County
502 Whitehead Street
Courthouse Annex 3rd Floor
Key West, FL 33040

Re: Consent to Assignment and Second Amendment

Dear Mr. Hendrick:

Enclosed please find an original Consent to Assignment of Agreement between Monroe County and Eller Media Company. This document is executed by John Jacobs, President of South Florida Division, Eller Media Company. Upon fully executing the enclosed Assignment and Second Amendment, a copy for our files would greatly be appreciated.

All of us at Eller appreciate the opportunity to continue our partnership with Monroe County and we look forward to many years of continued service.

If I may be of further assistance to you or your staff, please do not hesitate to contact me directly at 305-592-6250.

Best regards,

ELLER MEDIA COMPANY

A handwritten signature in black ink, appearing to read "Steven J. Alexander", written over a horizontal line.

Steven J. Alexander
Director of Government and Community Relations